

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:	:	CASE NO: 22-60347-sms
	:	
JEFFERY J.T. HINTON, JR AKA JEFF	:	CHAPTER 7
J.T. HINTON,	:	
Debtor	:	JUDGE SIGLER

KAIROS LIVING, LLC AS AGENT FOR	:	
CF KL ASSETS LLC	:	
Movant,	:	
	:	
v.	:	
	:	
JEFFERY J.T. HINTON, JR AKA JEFF	:	CONTESTED MATTER
J.T. HINTON,	:	
Debtor	:	
	:	
S. GREGORY HAYS,	:	
Trustee	:	
Respondents.	:	

NOTICE OF HEARING

PLEASE TAKE NOTICE that Kairos Living, LLC as agent for CF KL Assets LLC has filed a Motion for Relief from Stay and related papers with the Court seeking an order for Relief from Stay.

PLEASE TAKE FURTHER NOTICE that the Court will hold an initial telephonic hearing for announcements on the Motion at the following number: (toll-free number: 833-568-8864; access code 161 179 4270 at 10:00 am on March 1, 2023 in the Courtroom 1201, in the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta GA 30303.

Matters that need to be heard further by the Court may be heard by telephone, by video conference, or in person, either on the date set forth above or on some other day, all as determined by the Court in connection with this initial telephonic hearing. Please review the “Hearing Information” tab on the judge’s webpage, which can be found under the “Dial-in and Virtual

Bankruptcy Hearing Information” link at the top of the webpage for this Court, www.ganb.uscourts.gov for more information.

Your rights may be affected by the court’s ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the court to grant the relief sought in these pleadings or if you want the court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleading with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk at least two business days before the hearing. The address of the Clerk's Office is Clerk, U.S. Bankruptcy Court, Suite 1340, 75 Ted Turner Drive, Atlanta GA 30303.

If a hearing on the motion for relief from the automatic stay cannot be held within thirty (30) days, Movant waives the requirement for holding a preliminary hearing within thirty days of filing the motion and agrees to a hearing on the earliest possible date. Movant consents to the automatic stay remaining in effect until the Court orders otherwise.

Dated: January 26, 2023

SIGNATURE /s/ Ryan Starks

Ryan Starks
Bar No. 676512
Counsel for Movant
BROCK & SCOTT, PLLC
8757 Red Oak Blvd.
Suite 150
Charlotte, NC 28217
Telephone: 844-856-6646
Facsimile: 704-369-0760
E-Mail: GABKR@brockandscott.com

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

**IN RE:
JEFFERY J.T. HINTON, JR AKA
JEFF J.T. HINTON
DEBTOR**

**CASE NO. 22-60347-SMS
CHAPTER 7**

CERTIFICATE OF SERVICE

This is to certify that I have on this day electronically filed the foregoing Motion For Relief using the Bankruptcy Court's Electronic Case Filing program, which sends a notice of this document and an accompanying link to this document to the following parties who have appeared in this case under the Bankruptcy Court's Electronic Case Filing program:

S. Gregory Hays
Suite 555
2964 Peachtree Road
Atlanta, GA 30305

Bobby Shane Palmer, Esq.
303 Perimeter Center North, Suite 201
Atlanta, GA 30346

Office of the United States Trustee
362 Richard Russell Building
75 Ted Turner Drive, SW
Atlanta, GA 3030

I further certify that on this day I caused a copy of this document to be served via United States first class mail, with adequate postage prepaid, on the following parties set forth below at the address shown for each:

JEFFERY J.T. HINTON, JR
5325 MEDENA WAY
LITHONIA, GA 30038

This 26th Day of January, 2023.

/s/Ryan Starks

Ryan Starks, GA Bar No. 676512
Travis Menk, GA Bar No. 632610
Attorney for Creditor
BROCK & SCOTT, PLLC
8757 Red Oak Boulevard, Suite 150
Charlotte, NC 28217
Telephone: (844) 856-6646
Facsimile: (704) 369-0760
E-Mail: GABKR@brockandscott.com

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
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MOTION FOR RELIEF FROM AUTOMATIC STAY

COMES NOW Kairos Living, LLC as agent for CF KL Assets LLC (hereinafter “Movant”), a secured creditor in the above-captioned case, by and through counsel, Brock & Scott, PLLC, and moves this Court to enter an order granting its request for relief from the automatic stay imposed by 11 U.S.C. § 362(a):

1. On December 20, 2022, the Debtor, Jeffery J.T. Hinton, Jr, filed a petition with the Bankruptcy Court for the Northern District of Georgia under Chapter 7 of Title 11 of the United States Code.

2. On or about January 28, 2022, Jeff Hinton entered into a residential lease with Movant (the “Agreement”). The Debtor has possession and resides as a tenant at the property described as 5325 Medena Way, Lithonia, GA 30038 (“Property”). A copy of the Agreement is attached hereto as Exhibit "A".

3. The following chart sets forth the number and amount due pursuant to the Agreement that have been missed as of January 9, 2023:

Utility Billing Service fee - July 1, 2021	\$7.99
Water/Sewer 03/16/2021-04/17/2021	\$382.10
Utility Billing Service fee - August 1, 2021	\$7.99
Water/Sewer 04/17/2021-05/18/2021	\$582.11
Utility Billing Service fee - September 1, 2021	\$7.99
Water/Sewer 05/18/2021-06/19/2021	\$618.25
Utility Billing Service fee - October 1, 2021	\$7.99
Water/Sewer 06/19/2021-07/20/2021	\$618.24
Utility Billing Service fee - November 1, 2021	\$7.99
Water/Sewer 07/20/2021-08/20/2021	\$751.72
Utility Billing Service fee - December 1, 2021	\$7.99
Water/Sewer 08/20/2021-09/20/2021	\$728.23
Utility Billing Service fee - January 1, 2022	\$7.99
Water/Sewer 09/20/2021-10/20/2021	\$708.94
Utility Billing Service fee - February 1, 2022	\$7.99
Water/Sewer 10/20/2021-11/18/2021	\$708.94
Utility Billing Service fee - April 1, 2022	\$7.99
Water/Sewer 11/18/2021-12/20/2021	\$871.60
Utility Billing Service fee - May 1, 2022	\$7.99
Water/Sewer 12/20/2021-01/20/2022	\$871.60
Utility Billing Service fee - June 1, 2022	\$7.99
Water/Sewer 01/20/2022-02/17/2022	\$1,009.52
Late fee (5% of \$1,429.00-June 2022 rent)	\$71.45
Utility Billing Service fee - July 1, 2022	\$7.99
Water/Sewer 02/17/2022-03/17/2022	\$974.70
Late fee (5% of \$1,429.00-July 2022 rent)	\$71.45
Utility Billing Service fee - August 1, 2022	\$7.99
Water/Sewer 03/17/2022-04/17/2022	\$1,370.70
Late fee (5% of \$1,429.00-August 2022 rent)	\$71.45
Utility Billing Service fee - September 1, 2022	\$7.99
Water/Sewer 04/17/2022-05/18/2022	\$1,327.85
Late fee (5% of \$1,429.00-September 2022 rent)	\$76.45
Utility Billing Service fee - October 1, 2022	\$7.99

Water/Sewer 05/18/2022-06/19/2022	\$1,716.58
Late fee (5% of \$1,429.00-October 2022 rent)	\$76.45
Utility Billing Service fee - November 1, 2022	\$7.99
Water/Sewer 06/19/2022-07/20/2022	\$1,716.59
Resident Chargeback Work Order #28341 11/03/2022	\$150.00
Late fee (5% of \$1,429.00-November 2022 rent)	\$76.45
Sewer 07/20/2022-08/20/2022	\$143.02
Utility Billing Service fee - December 1, 2022	\$7.99
Water 07/20/2022-08/20/2022	\$36.02
Late fee (5% of \$1,429.00-December 2022 rent)	\$76.45
Sewer 08/20/2022-09/20/2022	\$138.56
Sewer 09/20/2022-10/20/2022	\$45.47
Utility Billing Service fee - January 1, 2023	\$7.99
Water 08/20/2022-09/20/2022	\$34.89
Water 09/20/2022-10/20/2022	\$11.44
Rent January 1, 2023	\$1,500.00
Amenities January 1, 2023	\$29.00

Total: \$17,710.04

4. The Debtor has defaulted under the terms of the Agreement with the Movant by failing to pay rent when due.

5. The Debtor is unjustly enjoying the use of the Property while being in default under the terms of the Agreement.

6. All conditions precedent to the relief demanded herein have been performed or have occurred.

7. The Automatic Stay should be lifted as to allow Movant to complete the pending eviction action and take possession of the Property.

8. Pursuant to the terms of the Agreement the parties agreed that the Debtor would pay a reasonable attorneys' fee, plus all court costs. The Movant has retained the undersigned attorneys and agreed to pay them a reasonable fee for their services rendered in connection herewith.

9. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also

incurred \$950.00 in legal fees and \$188.00 in costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

10. Cause exists for relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1) because Creditor's lack of adequate protection of an interest in the leasehold.

WHEREFORE, Movant prays the Court as follows:

1. Modify the Automatic Stay of 11 U.S.C. § 362(a) to permit Movant to enforce its security interest in the Collateral including but not limited to any non-bankruptcy remedies including commencing or completing an eviction action and take possession of the Property;

2. Modify Rule 4001(a)(3) of the Bankruptcy Code so that it is not applicable in this case and so Movant may immediately enforce and implement this order granting relief from the automatic stay.

3. That Movant be entitled to recover its reasonable fees and expenses incurred in connection with seeking the relief requested in this Motion.

4. Movant specifically requests permission to communicate with the Debtor and Debtor's counsel to the extent necessary to comply with applicable non-bankruptcy law; and

5. Grant Movant such other and further relief as the Court deems just and proper.

This 26th day of January, 2023.

/s/Ryan Starks

Ryan Starks, GA Bar No. 676512

Travis Menk, GA Bar No. 632610

Attorney for Creditor

BROCK & SCOTT, PLLC

8757 Red Oak Boulevard, Suite 150

Charlotte, NC 28217

Telephone: (844) 856-6646

Facsimile: (704) 369-0760

E-Mail: GABKR@brockandscott.com

KAIROS LIVING - RESIDENTIAL LEASE

Date of Lease	Term of Lease		Monthly Rent and other recurring fees	Security Deposit, Move In and other one time Fees
	Beginning	Ending		
January 28, 2022	03/01/2022	02/29/2024	Rent Starting On 03/01/2022 - 1500.00 Tech Package - 29.00	

TENANT

Name(s) Benisha Hinton,

Jeff Hinton,
Marilyn CLARK,

,
,

Premises Address

5325 Medena Way
Lithonia GA 30038

LANDLORD

Name(s) Kairos Living, LLC as agent for CF KL
Assets LLC

Address 875 N. Michigan Ave. Suite 3218
City, State, Zip Chicago, IL 60611

In consideration of the mutual covenants and agreements herein stated, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the unit designated above (the "Premises"), together with the appurtenances thereto, and the common elements or limited common elements appurtenant thereto, if any, for the above term. Along with the dwelling unit described herein, the Premises includes the following:

Range, Refrigerator

Landlord and Tenant agree that Tenant will lease the Premises from Landlord on the terms and conditions contained in this Lease, which will include all documents and addenda provided now or hereafter, Landlord's Rules and Regulations found at www.kairosliving.com/rulesandregulations, and any additional terms and conditions posted on Landlord's website (collectively, this "Lease"). By signing this Lease, Tenant acknowledges and agrees that Tenant has read, understood and accepted all of the terms and conditions of this Lease and any Addendum, Rules and Regulations and/or terms and conditions so posted on Landlord's website, and will read, understand and accept at any time hereafter.

If Dual Agency applies, complete Paragraph 20

The Premises will be used and occupied exclusively as a private residence by (list individual names):

Benisha Hinton, Jeff Hinton,
Marilyn CLARK, Mekhi Carnes, Cameron Hinton,
, , , , ,

and no others.

LEASE COVENANTS AND AGREEMENTS

1. Rent. Tenant shall pay to Landlord, monthly in advance without demand as rent for the Premises the sum stated above electronically only, per the Welcome Packet provided. Time of such payment is of the essence. All rent shall be due as of the first day of each month and shall be paid not later than the fifth day of each month. Any rent not paid by the fifth day of the month shall incur a late payment charge of 5% of the monthly rent, which shall be considered additional rent. Rent payments must be made electronically through either credit card, debit card, ACH or the Walk-In Payment System. All Tenants must enroll in auto-pay prior to move in in order to pay their rent. The wording for any fee or charge of any kind is descriptive only, and does not guarantee any particular amenity or package whatsoever. All unpaid rent or other amounts due under this Lease are reportable to credit reporting agencies.

2. Security Deposit. Tenant herewith has paid to Landlord the security deposit stated above, receipt of which is acknowledged by Landlord, as security for the faithful performance of the terms of this Lease by Tenant, including, but not limited to, payment of rent and to the return of the Premises in undamaged condition. Any unused portion of the security deposit will be returned to Tenant, without interest, unless required by applicable law, within 45 days, or sooner if required by applicable law, from the date that Tenant has vacated the Premises, all in compliance with applicable law.

3. Use, Sublet, Assignment. The Premises are to be used and occupied by the Tenant for only residential, non-business, private housing purposes only. Tenant will not permit the Premises to be used for any unlawful purpose or purposes that will injure the reputation of the Premises or of the neighborhood, and will not permit the Premises to remain vacant or unoccupied for more than thirty (30) consecutive days. Tenant will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein specified. Tenant shall not operate any type of day care of child sitting service on the Premises. Tenant shall maintain the Premises in a clean sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the Premises or surrounding premises. Tenant is not permitted to access, enter or store any items in crawl spaces, attics or any locked areas on the Premises without prior written permission from Landlord. Tenant will neither assign this Lease nor sublet the Premises without the prior written consent of Landlord; such consent will not be unreasonably withheld. However, all potential subleases must be approved by Landlord. Landlord's consent in this instance will not waive Landlord's right to refuse subsequent assignments or sub-lettings, nor will Landlord's consent release Tenant from liability under this Lease. An assignment, subletting or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be null and void and shall, at Landlord's option, terminate this Lease.

4. Suitability. It is Tenant's responsibility to determine, before signing the Lease, whether: (i) all services (e.g. utilities, schools and transportation) are available and accessible to and from the Premises; (ii) such services are sufficient for Tenant's needs and wishes, including water pressure and temperature; and (iii) Tenant is fully satisfied with the condition of the Premises including fixtures and window furnishings, where provided; (iv) that all provided appliances are connected and working, and that (v) there exist no outstanding window, pest, mold, water or any other issues whatsoever. Tenant acknowledges that Tenant has inspected the Premises and that the Premises are in good repair and that no representations as to the condition or repair thereof have been made by the Landlord, or any Landlord's agent, prior to or at the execution of this Lease, that are not herein expressed.

5. Renter's Insurance. Tenant must secure renter's insurance, with a minimum liability coverage of \$100,000, and provide proof of enrolment prior to move in. Tenants must maintain renter's insurance, with a minimum liability coverage of \$100,000 throughout the term of the Tenancy, and provide proof of coverage annually to Landlord. Tenants who do not maintain renter's insurance will be added to Landlord's master renter's insurance policy and will be billed monthly at a price determined by Landlord in accordance with applicable law. Landlord shall not be held responsible for any damage of Tenant's personal property, automobiles, contents or belongings for any reason whatsoever, no matter where, including any parking or storage that may be provided.

6. Possession. Landlord will tender possession of Premises on the beginning date of this Lease. Possession shall be deemed to have been given when Landlord so notifies Tenant. If Landlord does not deliver possession of the Premises to Tenant as stipulated herein, then the rent will be reduced on a pro-rated daily basis for that monthly term from the date of actual possession, and Landlord shall have no obligation or be liable for any damages as a result of any delay whatsoever, no matter the cause. The term of this Lease will not be extended by any such late delivery.

7. Civil Trespassers. Tenant acknowledges that the above-named individuals are the only legal residents of the Premises. Any other individuals found to be occupying the Premises throughout the entire term of this Lease are hereby acknowledged by Tenant to be civil trespassers and not a legal party to any eviction action initiated by Landlord, and the local Sheriff's Department is so directed and shall be so released from any and all liability in the forced eviction of all occupants of the Premises under an order for possession entered only against named Tenants herein by any court of appropriate jurisdiction.

8. Utilities and Services. Landlord will remain the customer of record for the water, sewer and trash (refuse removal) bills. The bills received from the local utility providers will be passed on directly to Tenant. All utility related charges billed to the property by the provider will be billed to Tenant, including, but not limited to, utility taxes, stormwater, surcharges and all miscellaneous charges. Tenant may be obligated to pay for water and sewer based on an allocation formula, not actual meter reads. The water and sewer bill(s) received by Landlord from the local utilities will be used to calculate the charges per Tenant if there is more than one Tenant per bill, otherwise, such water and sewer bills will be passed on directly to Tenant. If an allocation formula is used, the water and sewer bill(s) will be allocated to each Premises based on a percentage assigned to each Premises based on the square footage of the Premises compared to the total amount of rentable and occupied square feet of all other Premises on the bill(s). Landlord will issue one bill to Tenant through Conserve, a third-party billing provider and Tenant will be responsible for all said charges. Tenant acknowledges the billing provider is not a public utility.

Tenant will be responsible for electric and gas. The local utility providers will measure utility usage in the Premises and bill Tenant directly for gas and electric. Proof of the transfer for electric and gas utilities into Tenants name will be required in order for the Tenant to receive access to Premises. If Tenant fails to transfer utilities in to Tenants name by the move in date, or if at any point during the Lease term the Tenant causes through direct or indirect action the utilities to no longer be in Tenants name, Tenant agrees to reimburse Landlord for unpaid utility bills plus a \$50 per month per utility administrative fee until utilities are on in Tenants name.

Each bill will include a monthly service fee of \$9.99 in addition to the utility charges. This monthly service fee is for administration, billing, overhead and similar expenses and charges incurred by Landlord for providing billing services, and may be increase (with 5 days written notice, or by the minimum number of days as required by state and/or local law(s), which ever is shorted, provided to Tenant) at Landlord's discretion.

Tenant agrees to pay a one-time utility account move-in fee (or move-out fee where move-in fee is not permitted) the amount of \$40 on the first bill. This fee is for administration, billing, overhead and similar expenses and charges incurred by Landlord for establishing Tenant's new account.

The billing methods described may be changed by Landlord with 5 days prior written notice, or by the minimum number of days as required by state and local law(s), whichever is shorter, and Tenant acknowledges that in certain situations it is necessary to make a change to the billing method.

Tenant agrees to waive any requirement to receive copies of utility invoices. Landlord may provide copies of utility invoices at Landlord's sole discretion and at Tenant's expense, if applicable.

Upon termination of the Lease, Tenant will be responsible for contacting Landlord and paying any outstanding or estimated utility bills from usage during the Tenant's occupancy of the Premises. Tenant acknowledges that failure to contact Landlord and pay any outstanding or estimated utility bills will result in a \$100 processing charge, in addition to any and all remaining unpaid utility bills.

9. Cable and Internet Service. The installation, hook-up or service connection for any phone, cable or high-speed internet service shall be the sole responsibility of Tenant. At Tenant's request, Landlord may provide access to the Premises for the purpose of facilitating any such installation, however, Landlord shall not be responsible for the loss, theft, or damage of any of Tenant's property. Furthermore, Tenant shall remain solely responsible for any damage to the unit that may result therefrom. Satellite dishes are not allowed without written approval from Landlord, and must be installed in accordance with instructions provided by Landlord if approved.

10. Damage by Fire or Casualty. If the Premises is damaged by fire or other casualty not due to Tenant's negligence, Landlord will begin repairs as soon as practicable. If the damaged Premises is uninhabitable, the rent will cease until the repairs are made. If the Premises is not restored to habitable condition within _____ days (if blank, then sixty (60) days) this Lease may be terminated at the option of Tenant upon written notice to Landlord. If Landlord decides not to repair or re-build, Landlord may terminate this Lease by giving Tenant written notice and Tenant will surrender the Premises to Landlord. Landlord shall be responsible for all costs of repair of the Premises, provided the damage is not caused by any willful act or negligence on the part of Tenant. If the damage is caused by Tenant's willful act or negligence, Tenant shall be responsible for all costs of repair of the Premises and Tenant shall remain obligated to pay all rent and other charges through the end of this Lease, regardless of the habitability of the Premises. Landlord shall in no way be responsible for anything owned by Tenant or any contents located in or around the Premises.

11. Condemnation. If any part of the Premises is taken by any authority for any public or quasi-public purpose or use or a settlement or a compromise or a settlement in lieu thereof be made that would substantially alter the intended use of the Premises, this Lease will terminate from the date when possession of the Premises is taken. Tenant will have no right to any damages awarded or settlement made in this regard.

12. Legal Costs and Fees. Should it become necessary for Landlord to employ an attorney or any other party to enforce any of the conditions or covenants hereof in any way whatsoever, including the collection of rent or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including, but not limited to, collection costs, collection fees, attorney's fees, court costs, costs of service, witness fees and prejudgment interest.

13. Maintenance Repairs. Unless expressly provided for in this Lease as being Landlord's responsibility, every other repair or any maintenance issue shall be paid for by Tenant and be the Tenant's sole responsibility. Landlord will only be responsible for any structural or major maintenance repairs, other than routine maintenance and repairs, that are not due to Tenant's misuse, waste or neglect or to that of Tenant's authorized occupants or visitors. Tenant will maintain the fixtures and mechanical systems in good operating order. Tenant agrees to pay for any and all repairs, including approved or unapproved improvements or alterations, that shall be necessary to put the Premises in the same condition as existed at the commencement of this Lease, reasonable wear and tear and loss by fire or acts of natures excepted, and the expense of such repairs shall be included and paid for by Tenant within the terms of this Lease. Tenant and Landlord acknowledge receipt and delivery of Landlord's "Welcome Packet" as an additional addendum to this Lease, and that any maintenance issues not explicitly stated as "Landlord Responsibility" in the Welcome Packet are the sole responsibility of the Tenant.

14. Tenant Maintenance Obligations. Tenant will keep and maintain the Premises in a clean, safe and sanitary condition at Tenant's sole expense during the term of this Lease and during any renewal period or extension thereof. Tenant is responsible for day to day maintenance and repairs on or about the Premises, including but not limited to pest control, snow removal and yard maintenance, all at Tenant's own expense. At the termination of this Lease and upon surrender of the Premises, all fixtures, appliances and personal property of Landlord shall be in the same condition as they were on the beginning date of this Lease, normal wear and tear excepted. In the event that Tenant shall fail to maintain the Premises as provided hereunder, and upon notice by Landlord, fails to correct any deficiencies, Landlord may at its sole discretion assign its own agents to maintain the Premises to the conditions noted herein. Tenant acknowledges that in cases where Landlord assigns its own agents to maintain the Premises due to the failure of the Tenant to perform their obligation under the terms of this Lease, that the Tenant will be responsible for the full direct costs of any efforts to maintain the Premises, in addition to an administrative fee of up to 25% of the total cost of the efforts. Landlord may at its sole option use all or part of the Security Deposit (if any) to repair and/or replace any damage to Landlord's property caused either directly by Tenant or by Tenant's negligence.

15. Tenant Landscaping Responsibilities. In all Single Family Homes, as well as Townhomes or Condominiums where landscaping is not provided by any applicable association, Tenant will be responsible for all "Landscaping" and other care of the "Yard" of the Premises. For the purposes of this section, "Yard" includes all lawns, shrubbery, bushes, flowers, gardens, trees, rocks or other landscaping features or foliage on or

encroaching on the Premises or on any easement appurtenant to the Premises (but does not include any common areas that are to be maintained by any applicable homeowner's association). Landscaping means performing activities such as, but not limited to: mowing, fertilizing, trimming, controlling pests, removing debris, removing weeds, removing snow and ice from driveways, stairs and sidewalks, cleaning pet waste, edging and watering the Yard, all in accordance with all applicable state and local regulations.

16. Alterations and Improvements. Tenant will not make any alterations or improvements whatsoever, including decorating, placing holes in any wall, or mounting any television, without the prior written consent of Landlord, which consent may be withheld for any or no reason whatsoever. Any alterations or improvements that are made will remain and be surrendered upon termination of this Lease. Any such acceptance will not relieve Tenant for any costs incurred by Landlord as a result of any alterations or improvements. Tenant shall be responsible for all costs incurred by Landlord as a result of any unapproved alteration or improvement.

17. Notification of Emergencies. Tenant will contact 911 first, if the emergency is a danger to life or limb in any way. Tenant will immediately notify Landlord of any emergencies and/or need for major repairs by calling Landlord's emergency maintenance hotline. Emergencies are limited to the following items: electrical issues including arcing, fire, smoke, complete loss of power and/or overheated fixtures; fires; no heat or air conditioning (if provided by Landlord) if health risks are documented by a physician or if internal or external temperatures are considered an emergency by state or federal law; heavy structural damage to the roof, foundation and/or walls; flooding or stoppage of all drains; theft, vandalism or other break-ins; lack of water or gas supply to the Premises; any gas leaks; and/or any other condition that will make the Premises uninhabitable or otherwise dangerous to individuals in or on the Premises.

18. Maintenance Request Submission, Repair Costs and Trip Charges. Except as otherwise specified in this Lease, Landlord will pay to repair or remedy certain conditions on the Premises explicitly provided herein, only if Tenant complies with the procedures for requesting repairs as described in Landlord's Rules and Regulations as contained in this Lease, Lease Addendum, Welcome Packet, Lease Rules and Regulations, and/or Landlord's Rules and Regulations posted on Landlord's website, or delivered in any other way whatsoever. If a repair agent, scheduled and paid for by Landlord, is unable to access the Premises after making arrangements with the Tenant to complete the repair, Tenant will pay for any fees or charges that the repair agent may charge, and/or any additional damages to the Premises caused by delays in Landlord's ability to complete repairs.

19. Tenant Communication and Cooperation Regarding Maintenance Repairs. Tenant acknowledges that even in cases when maintenance repairs fall under the responsibility of the Landlord, that the Tenant maintains a responsibility to communicate proactively with Landlord and any agents contracted by the Landlord to complete the maintenance repair. Tenant will also work with the Landlord and Landlord's agents to provide access to the Premises during standard business hours (8 AM – 6 PM Monday – Friday) when needed and in a timely and reasonable manner. Tenant acknowledges that any maintenance repair delayed by three or more days due to Tenant's failure to communicate with Landlord and/or Landlord agents as well as schedule appointments will become the Tenant's responsibility to complete, and any further damages will be the sole responsibility of the Tenant. Tenant acknowledges that any non-emergency repair performed outside of standard business hours (8 AM – 6 PM Monday – Friday) may incur an additional convenience fee of up to \$500 per access instance, payable by the Tenant.

20. Landlord's Maintenance Obligations. Landlord will maintain, replace or repair any items on the Premises for which state or local law dictates Landlord is solely responsible. In addition, and subject to the Lease Addendum and any other document incorporated in this Lease, Landlord will only be responsible for the following: roofs, front and back doors, foundations, HVAC, electrical systems, plumbing, hot water tanks, structural components and exterior painting and siding, as long as any such repairs are not caused by an act or omission of Tenant. For any repairs that fall under the responsibility of Landlord, Landlord may, at its sole discretion, appoint Tenant to assume the scheduling and coordination of such repair with a Landlord approved contractor. In such an event Landlord will define a Not To Exceed Cost to remediate the issue and assume full financial responsibility for all costs below such defined Not To Exceed Cost.

21. Landlord's Timeframes for Maintenance Repairs. Landlord or Landlord's agents shall attempt to schedule the first visit within 72 hours of submittal for emergency repairs. Landlord or Landlord's agents will make all attempts to schedule the first visit within 15 days of submittal for all other repairs.

22. Appliances and Appliance Repairs. The following appliances have been provided with the Premises and are the property of the Landlord: Range, Refrigerator Any appliances contained in the Premises are for the Tenant's convenient use only. Landlord does not warrant the fitness or uninterrupted use or enjoyment of an such appliances by Tenant. Any interruption of Tenant's use and enjoyment of such appliances shall not constitute "constructive eviction" nor form the basis for any defense, set-off or counter claim by Tenant. Except for the washer and dryer, Landlord will repair any appliance malfunction for appliances provided by Landlord; however, Landlord is not responsible for loss resulting from a malfunction of an appliance not caused by Tenant. Tenant understands that appliances will malfunction occasionally and Tenant must make every effort to report any malfunction.

23. Replacement of Fixtures. Landlord reserves the right to replace any fixtures with similar items, in Landlord's sole and absolute discretion. Landlord does not have to replace the fixtures with exact brand, type, grade, color or accessories, so long as the replacement fixture is fit for its particular use.

24. Water Intrusion and Mold. Both Landlord and Tenant have various duties and responsibilities when dealing with water intrusion events and/or mold at the Premises. In all and any cases of water intrusion and/or mold at the Premises, Tenant must notify Landlord in writing or via the Landlord's Tenant's Portal immediately. Mold is made up of naturally occurring organisms which produce spores. Mold breaks down and feeds on organic matter that naturally occur in the environment. The mold spores scatter through the air and the combination of moisture and organic matter allows for mold growth. Certain types of Mold can lead to serious health risks and/or allergic reactions. Not all mold is easy to see, however when it is, it is often seen in the form of discoloration that ranges from white to orange or from green to brown or black. There is also a musty odor present. Minimizing the amount of moisture along with proper housekeeping helps reduce the change and amount of mold and mold growth. Tenant agrees to take appropriate cautions to minimize the potential for mold growth, including, but not limited to, the following: identifying and removing any standing water; cleaning and small areas of mold present or occurring on a non-porous surface (such as ceramic tile, Formica, vinyl flooring, wood, metal, or plastic) with a soap and water mixture, letting the surface area dry, and then within 24 hours

applying a pre-mixed household spray such as Lysol or Pine-Sol Disinfectant, not applying household cleaners to visible mold on porous surfaces such as sheetrock, walls or ceilings, and, instead, notifying Landlord in writing or via the Landlord's Tenant's Portal to take appropriate action; reporting to Landlord in writing or via the Landlord's Tenant's Portal of visible or suspected water intrusion event or mold such as visible or suspected mold, air conditioning problems and spillage, plant watering overflows, musty odors, leaky faucets or plumbing issues, pet urine accidents, discoloration of interior and exterior home surfaces, and any other relevant suspected water intrusion cases. Tenant acknowledges that any damage to the Premises due to failure of the Tenant to notify Landlord in writing or via the Landlord's Tenant's Portal in a reasonable timeframe of any cases or water damage or mold will be the sole responsibility of Tenant.

25. Landlord's Right of Entry. Landlord or Landlord's agents will have the right to enter the Premises at reasonable times with reasonable notice, in accordance with all applicable laws, except in the event of an emergency, where the Landlord or Landlord's agents will have the right to enter the Premises immediately as needed, in order to inspect, survey condition, to take photos, to document condition for evictions reported nuisances and/or disturbances to the Premises, to show the Premises, to make ordinary, necessary repairs or alterations, to enforce the provisions of this Lease, to exercise a contractual or statutory lien, to deliver written notices and to show the Premises to prospective purchasers or tenants. Tenant acknowledges that in the event of Landlord or Landlord's agents being unable to enter the Premises at reasonable times with reasonable notice, or in the event of an emergency, due to Tenant actions, Tenant will be responsible for administrative scheduling fees of up to \$100 per instance in addition to any damages to the Premises directly related to Landlord or Landlord's agents inability to enter the Premises. Tenant will allow Landlord to have placed upon the Premises, at all times, notices of "For Sale" and/or "To Rent" and will not interfere with the same.

26. Holdover. Tenant will deliver possession of the Premises to Landlord by 12:00 Noon local time on the last date of this Lease. If Tenant fails to do so, Tenant will pay an amount equal to three (3) times the monthly rent specified in this Lease for each month or portion thereof that Tenant remains in possession of the Premises, or the highest amount allowed by applicable law. Tenant will have no rights in the Premises and will be a tenant in sufferance. Tenant will pay to Landlord any damages and costs incurred by Landlord as a result of any holding over. Acceptance of rent after expiration or termination of this Lease, at Landlord's option, will constitute a renewal on a month-to-month basis. Tenant acknowledges that renewal on a month-to-month basis may incur additional monthly rent, at Landlord's sole discretion. The expiration of a month-to-month tenancy may not occur in the calendar months of October, November or December, unless Landlord expressly approves in writing, or such date is Landlord's decision.

27. Notice to Vacate or Non-Renewal. Notice to vacate unit or non-renewal must be provided, in writing using Landlord's provided Notice to Vacate Form, 60 days in advance of vacated date. If the required notice is not given 60 days in advance of the vacated date, and Tenant vacates as of the Lease ending date, Tenant shall owe an additional two months of rent.

28. Return Premises in Move-In Condition. Tenant is responsible for leaving the Premises, including appliances, cleaned and in move-in ready condition. All carpets must be cleaned using professional grade equipment. Tenant acknowledges that in the event the Premises is not returned in move-in condition, Tenant acknowledges that Tenant will be responsible for the full cost of returning the Premises to move-in condition, as well as an administrative fee of up to 25% of the cost.

29. Evicted Tenant Responsibility. Any Tenant evicted shall be responsible for the remaining term of the Lease together with any prior balance owed prior to eviction, irrespective of whether a money judgment was entered against Tenant in eviction court, or whether the money count was voluntarily dismissed, together with court costs and reasonable attorney's fees (where legally applicable).

30. Compliance. Tenant will in every respect comply with applicable local ordinances with the rules and orders of the health officers thereof, with the orders and requirements of the police department, with the requirements of any underwriters' association so as not to increase the rates of insurance upon the building and contents thereof, with the rules and orders of the fire department with respect to any matters coming within their jurisdiction, with the rules and bylaws of any applicable homeowner's association and with any Landlord's Rules and Regulations attached hereto or that may be present on Landlord's website. Tenant acknowledges that any fines or violations levied by an outside party, including but not limited to service providers, local governments and/or homeowners associations due to actions and/or inactions of the Tenant, will be the sole responsibility of the Tenant. Tenant will also be liable for a processing fee of \$100 per instance of any said fine or violation. Fines must be disputed with the issuing entity, and Landlord will require proof that any fees have been waived in order to remove them from the Tenant's ledger. Tenant acknowledges (where applicable) receipt and understanding of any Homeowners Association ("HOA") Rules and Regulations. Tenant will be solely responsible for remaining in compliance with any HOA Rule and Regulations applicable to Tenants of the Premises, including payment of all fees and applicable fines where incurred due to actions and/or inactions of the Tenant.

31. Liability. Landlord will not be liable to Tenant for any damage to Tenant's person or property or agents, employees, guests or invitees. Tenant will indemnify and hold Landlord harmless from all claims of any nature. Tenant shall be required to maintain renter's insurance during the term of this Lease. Tenant shall furnish a copy of said policy to Landlord prior to the beginning of the Lease.

32. Subordination. This Lease is subject to and subordinate to the lien of all mortgages now or hereafter placed on any part of Landlord's property that includes the Premises, to any extensions and renewals thereof and to advances now or thereafter made on the security thereof. Tenant will execute such instruments evidencing subordination at Landlord's request. If Tenant fails to comply with such request, Tenant hereby irrevocably empowers Landlord to do so in Tenant's name.

33. Notices. Any notice to Tenant addressed to the Premises, or to the Landlord at the address designated by Landlord above, will be sufficient, if in writing and delivered to either party in person, or, if to Tenant, posted at Premises, or to the electronic mail address provided by Tenant on date of this Lease or as updated by Tenant, as long as Tenant received written confirmation of receipt of updated electronic mail address by Landlord.

34. SMS Text Messaging Consent. By listing or updating their cellular phone information, Tenant authorizes Landlord to call or send SMS text messages using an automatic telephone dialing system or pre-recorded message to Tenant's cell phone to provide information and services on items including, but not limited to, move-in coordination, move-out coordination, rent payments, lease renewals and maintenance requests. If Tenant does not want to receive calls or SMS text messages, Tenant can unsubscribe by sending an email to Landlord at the above listed address

with the subject line "Stop Text" or by calling Landlord at the above listed number. Tenant understands that standard text messaging rates and fees from Tenant's mobile carrier may apply.

35. Damages and Negligence. Tenant shall be liable for any damage done to the Premises as a result of the Tenant's direct or indirect action, misuse, misconduct, negligence, or failure to inform Landlord of repairs necessary to prevent further damages to the Premises.

36. Tenant Breach of Lease. Tenant acknowledges that the following shall constitute a breach and default of the Lease:

- a) Two or more complaints to Landlord regarding Tenant's disturbance of the peace cause by music, parties, pedestrian traffic of visitors, altercations, or otherwise, or;
- b) Any incident caused by Tenant or their guest which results in the police department being called to the Premises.

37. Severability. If any part of this Lease is construed to be unenforceable for any reason, or contra to any law, the remaining parts will remain in full force and effect as though any unenforceable part was not written into this Lease.

38. Lead-Based Paint Disclosure. Prior to signing this Lease, Tenant has received the EPA Pamphlet, "Protect Your Family from Lead in Your Home," and has received a Lead-Based Paint Disclosure, and every other disclosure as required by law.

39. Radon Disclosure. Prior to signing this Lease, Tenant has received a Radon Disclosure.

40. Rules and Regulations. Tenant and other authorized occupants and guests will comply with all Rules and Regulations listed below, and with any homeowner association or condominium association rules and regulations as amended from time to time. Failure to comply with the Rules and Regulations will be considered a default under the terms of this Lease. Tenant acknowledges that failure to comply with the Rules and Regulations will incur a fine of up to \$500 per instance.

41. Pet Policy. Subject to HOA Rules and Regulations, pets are permitted under this Lease. If pets are permitted, such permission is limited as follows: Dogs and Cats only. Further, the following additional considerations apply: Must have property manager approval and be allowed by applicable HOA or other third-party regulations. One time pet fee and monthly pet rent will be charged. Tenant acknowledges that all pets living in the Premises have been, or will be disclosed to the Landlord. Tenant further acknowledges that any pets discovered in the Premises without prior written consent of the Landlord, or in violation of the pet terms in any way, will result in an immediate additional pet fee of \$500 per instance as well as an additional daily pet rent of \$20.

42. Keys and Remotes. On or before the scheduled move in date, Tenant shall be provided with, if applicable, keyless lock access codes, 1 entrance key, 1 front door key, and 1 rear door key (if different from the front door key). Only 1 mailbox key and 1 laundry room key (if any) will be provided. At the request of Tenant, Landlord may provide additional keys for a charge of \$100 per key. Landlord will charge Tenant up to \$500 if any locks need to be replaced. Landlord will charge Tenant for replacement keys if locks need to be replaced. Landlord will charge Tenant a \$100 fee for a copy of any lost key(s). Tenant must leave all keys and remotes at the Premises, in accordance with Landlord instructions, upon termination of tenancy.

43. Returned Checks. In addition to any other remedies afforded to Landlord under this Lease, Landlord may charge Tenant an additional rent payment charge of \$100, in addition to the late charge. Two occurrences of returned checks during the term of this Lease, including any extension of the term thereof, will require all future rental payments by Tenant to be made via the Walk In Payment System.

44. Criminal Activity and Illegal Narcotic Substances. Tenant, any member of Tenant's household, visitor and/or guest shall not engage in any criminal activity, including illegal narcotic substances, on or near Premises, nor shall they engage in any act intended to facilitate criminal activity, nor permit the dwelling to be used for or to facilitate criminal activity, nor engage in the manufacture, sales, use or distribution of illegal narcotic substances at any location, whether on the Premises or otherwise, nor engage in any acts of violence or threats of violence, including, but not limited to, the unlawful discharge of any firearms or fireworks on or near Premises. Violation of the provisions in this paragraph shall be a material violation of the Lease and cause for termination of the tenancy. Tenant agrees and acknowledges that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal arrest or conviction, but shall be by a preponderance of the evidence.

45. Notice is hereby provided pursuant to statute that certain members of Landlord are licensed Real Estate Brokers.

LANDLORDS RULES AND REGULATIONS

- No smoking is allowed inside of the Premises or any common area, under any circumstances.
- Garbage must be wrapped in plastic bags and placed in the containers provided, if any.
- Garbage must be disposed of in accordance with local municipal requirements. Tenant will be responsible for any municipal violations issued due to Tenant's action and/or inaction with regards to garbage disposal.
- The smoke detector(s) and carbon monoxide detector(s) (if applicable) are not to be removed or tampered with.
- Tenant is responsible for the replacement of missing detectors, and will maintain a working battery in all smoke and carbon monoxide detector(s) (if applicable) and report any malfunctioning detectors.
- The toilet facilities, basins and other plumbing fixtures shall not be used for any purpose other than for those for which they were designed.
- No sweepings, rubbish, rags, tissue, feminine hygiene products or any other improper articles shall be thrown or disposed of in any toilet facilities, basins and/or other plumbing facilities in the Premises.
- No grills are allowed whatsoever on the balcony of the Premises. Gas grills only are allowed in the rear yard, away from any siding or fire hazards. Any liability or loss created thereby shall be borne by the Tenant exclusively.
- Tenant shall not permit anything to be thrown out of the windows or from the balconies of the building.
- No vehicle or bicycle is allowed in the Premises, building or any common area of the property, unless there is a specific area designated for same.
- No explosive device or any parcel or item shall be deposited therein which could cause danger.
- No sign or advertisement shall be placed in, around or upon any area of the Premises or building without prior written consent of the Landlord, which consent shall constitute a license revocable immediately upon written notice of the Landlord.
- No noise or other sound is permitted which disturbs the other occupants or neighbors from quiet enjoyment of their dwelling or common areas of the property.
- No cooking, baking or similar activity is permitted outside the kitchen area, except when Barbeque grills are allowed on the balcony of an apartment. However, any liability or loss arising from the use or operation of a Barbeque grill shall be borne by Tenant.
- No items may be installed which cause or may cause a suspension or cancellation of property insurance coverage or increases property insurance premiums. These items include, but are not limited to, spas, hot tubs, above-ground pools and/or trampolines.
- No vertical or horizontal projection, machinery, device or receiver of any type, including satellite dishes, shall be attached in, around or upon any part of the Premises or the property without Landlord's written consent.
- No unsightly or unsanitary practice which could undermine the sanitation, health or appearance of the building interior or exterior shall be permitted.
- No activity carried on within the Premises or common areas of the property will be permitted which threatens the health, safety or property of any building occupant, or of Landlord.
- Tenant may not permit any part of the Premises to be used in connection with any activity that is a nuisance, offensive, noisy or dangerous, or involves: (i) repairing any vehicle(s); (ii) business or commercial activity of any type, subject to local law; (iii) violation of any zoning ordinance, homeowner's association rule or restrictive covenant; (iv) illegal or unlawful activity; or (v) obstructions, interference with or infringement on the rights of other persons near the property.
- Plumbing and electrical facilities in the Premises shall be maintained diligently and neatly at all times.
- The use of water furniture is prohibited.
- No aquariums are allowed at the Premises.
- Landlord's Rules and Regulations may be subject to change at Landlord's sole discretion.

ENTIRE AGREEMENT:

This Lease as defined herein is the entire agreement of the parties and no representations of either party are binding unless contained herein. No oral statements will be binding on either party. This Lease may only be modified as provided herein. The following are hereby incorporated herein and made part of this Lease:

***Lease is contingent on Tenant paying one full month's rent within 24 hours of Lease Execution.**

*Lease is contingent on completion of an Employment Verification prior to Move In.

, , ,
, , .

This lease is contingent upon completion of renewing the current alternative deposit policy in place prior to renewal lease start date.

THIS IS A LEGALLY BINDING DOCUMENT. PRIOR TO THE EXECUTION OF THIS LEASE, LANDLORD AND TENANT ARE ENCOURAGED TO CHECK ORDINANCES AND REGULATIONS TO VERIFY THE REQUIREMENTS OF THE APPLICABLE GOVERNMENTAL AUTHORITY IN WHICH THE PREMISES IS LOCATED.

IN WITNESS WHEREOF, the parties have signed and sealed this Lease on the date before written.

1/28/2022
DATE

TTTTTTTTT
DATE


TENANT SIGNATURE

TTTTTTTTTTTTT
LANDLORD SIGNATURE

 TTTTTTTTTTT
TENANT SIGNATURE

GUARANTEE

For value received, the undersigned hereby guarantees the payment of the rent and the performance of the covenants by Tenant of the terms of the Lease.

TTTTTTTTTTTTT TTTTTTTTTTT
GUARANTOR SIGNATURE

TTTTTTTT TTTTTTT
DATE

PRINT GUARANTOR'S NAME

GUARANTOR'S PHONE

GUARANTOR'S ADDRESS, CITY, ZIP

FOR INFORMATION ONLY


Tenant's Cell Phone Number(s)

708-581-9230
Landlord's Phone Number(s)


Tenant's E-Mail Address

propertymgr@kairosliving.com
Landlord's E-Mail Address





CRIME FREE LEASE ADDENDUM

As part of the consideration for lease of the dwelling unit identified in the lease, Resident agrees as follows:

1. Resident and Resident's Occupants whether on or off of the property; and Resident's and Resident's Occupant's guests and invitees, are prohibited from:

- a. Engaging in any criminal activity, including drug-related criminal activity, on or off the said premises. Drug related criminal activity shall mean the illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (also as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
- b. Engaging in any act intended to facilitate criminal activity or permitting the dwelling unit to be used for criminal activity.
- c. Engaging in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in Illinois Compiled statutes, at any locations, whether on or near the dwelling unit premises.
- d. Engaging in any illegal activity, including, but not limited to prostitution, criminal street gang activity, threatening or intimidating as prohibited in, assault as prohibited in, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage,.


2. *VIOLATION OF ANY ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.* A single violation of any of the provisions of this addendum shall be deemed a serious, material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Proof of such a violation shall not require a criminal conviction, but shall only require a preponderance of the evidence.

3. Resident hereby authorizes property management/owner to use police generated reports against Resident for any such violation as reliable direct evidence, and/or as business records as a hearsay exemption, in all eviction hearings.

4. In case of conflict between the provisions of this addendum and any provisions of the lease, the provisions of this addendum shall govern.

5. Resident also agrees to be responsible for the actions of Resident's occupants, Resident's guests and invitees, and Resident's occupant's guests and invitees, regardless of whether Resident knew or should have known about any such actions. A guest or invitee shall be anyone who Resident or Resident's occupant gives access to or allows on the premises or in the rental unit.

6. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.


Resident Signature

1/28/2022
Date


Resident Signature

1/31/2022
Date

RRRRRRRRRRR
Property Owner/Manager Signature

RRRRRRRR
Date

5325 Medena Way, Lithonia, GA 30038
Address of Rental Property



**ILLINOIS REALTORS®
DISCLOSURE OF RADON
HAZARDS**



**(For Leases/Rentals of a Residential
Dwelling Unit)***

Address of Dwelling Unit: 5325 Medena Way, Lithonia, GA 30038


LESSOR'S DISCLOSURE (Check which of the following applies and sign and date where indicated)

- A. _____ A Lessee has provided written notice to Lessor that a radon test has indicated that a radon hazard* may exist in the dwelling unit that has not been remediated by an IEMA licensed contractor.
- B. _____ Lessor has conducted a radon test in the dwelling unit and the test results indicate the existence of a radon hazard* in the dwelling unit that has not been remediated by an IEMA licensed contractor.

RRRRRRRRRRR
LESSOR'S Signature

RRRRRRRR
Date

LESSEE'S ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE (Sign and date where indicated)


LESSEE'S Signature

1/28/2022
Date


LESSEE'S Signature

1/31/2022
Date

*Radon hazard means radon concentrations at or above EPA or IEMA recommended Radon Action Level, or 4.0 picocuries of radon per liter of air (pCi/L) (www.epa.gov/radon/pubs/mitstds.html).

***NOTE:** This disclosure should be provided to a new residential Lessee of a dwelling unit any time the Lessor becomes aware of a possible radon hazard* in the dwelling unit and that has not been remediated by a radon contractor licensed by the Illinois Emergency Management Agency (IEMA). This disclosure should also be provided to an existing residential Lessee if the Lessor conducts a test of the dwelling unit which indicates a radon hazard* that has not been remediated by a radon contractor licensed by IEMA.

**PRE-1978 HOUSING RENTAL AND LEASES
DISCLOSURE OF INFORMATION
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT
HAZARDS**



Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

RRRR (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

X Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

RRRR (b) Records and Reports available to the seller (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

X Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

BJ mc JH TTTT (c) Lessee has received copies of all information listed above.

BJ mc JH TTTT (d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

Agent's Acknowledgment (initial)

(f) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Lessor RRRRRRRRRRRR Date RRRRRRRR

Lessee BJ Jinton Date 1/28/2022

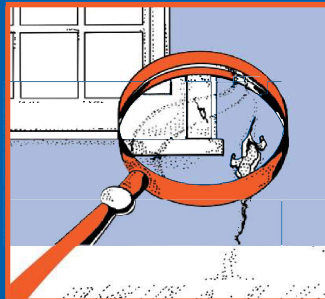
Lessee BJ Date 1/31/2022

Lessee M. Clark Date 1/31/2022

Lessee RRRRRRRRRRRR Date RRRRRRRR

Property Address: 5325 Medena Way, Lithonia, GA 30038

(This disclosure form should be attached to the Lease)



Protect Your Family From Lead In Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing.



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

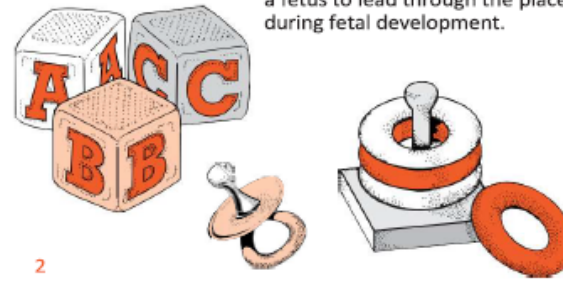
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

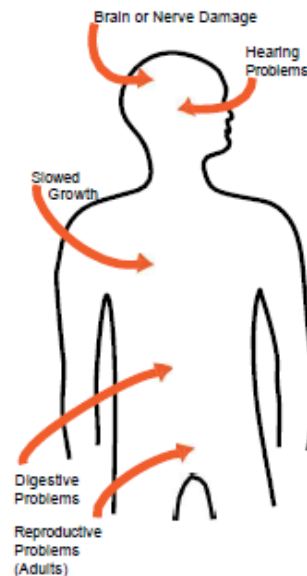
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bedtime.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ Have the area tested for lead-based paint.
- ◆ Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Recycled/Recyclable
Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.

Disclosure Notice: Credit Reporting & Lessee (Tenant) Performance

Lessee(s): Benisha Hinton, , , ,

Rental Property Address: 5325 Medena Way, Lithonia, GA 30038

Lessor / Agent: Kairos Living, LLC as agent for CF KL Assets LLC

Credit and Tenant Reporting Statement

Landlords engaged in the rental of housing and collection of rent may report and share positive and negative payment information with credit bureaus, tenant reporting agencies, other landlords and financial institutions.

The Lessee (Tenant) understands that the above named Landlord may report various tenant and credit information to national tenant and credit reporting bureaus including but not limited to Experian, TransUnion, Equifax and The National Tenant Rating Bureau.

Positive or negative rental history will be determined by the following factors:

- Rent payment record
- Cleanliness and upkeep of rental unit
- Overall tenant performance and cooperation.

Furthermore, the undersigned Lessee (Tenant) declares under the penalty of perjury that the information given on the application and verbally is true and correct.

Lessee Benisha Hinton Date 1/28/2022

Lessee Benisha Hinton Date 1/28/2022

Lessee Benisha Hinton Date 1/31/2022

Lessee Benisha Hinton Date 1/31/2022

(This disclosure form should be attached to the Lease)



Welcome Packet

Welcome to Kairos Living and thank you for becoming one of our valued Tenants! This Welcome Packet contains some key information you will be needing regarding your account, rent payments, policies, procedures and maintaining your home. Much of this information is also contained elsewhere within your Lease but we thought we would put it all in one place for you to make things a little easier. Welcome home!

Your Account

This information is what you will use to identify your unique account and ledger when paying rent, making maintenance requests and handling other issues.

Your new address: 5325 Medena Way
Lithonia, GA 30038

Your Account #/Tenant ID: _____

Important Contact Information

Tenant portal to pay rent and submit maintenance requests: www.kairosliving.com

Phone line (for contacting Kairos Living): 773.716.3825

Email address: propertymgr@kairosliving.com

Move-In Checklist

Below is a list of some of the items you will need to have completed **at least 48 hours before your scheduled move-in** – please make sure you have completed each of the following items on time so as to avoid any issues or delays in your move-in process. **If any of these requirements are not completed on time, access to your home will be delayed.** For questions on any of these steps, please contact moveins@kairosliving.com.

Move-In Checklist Item	Complete?
First Month Rent Paid	
Move-In Fees Paid (if applicable)	
Security Deposit Requirement Met	
Pet Fee Paid (if applicable)	
Proof of Income Submitted and Verified	
Proof of Renter's Insurance Submitted and Verified	
Enrollment in Monthly Auto-Pay Completed	
Proof of Utility Transfer for Gas and Electric Bills Submitted and Verified	

Important Policies Regarding Your Move-In

- **Access and Possession** – When your Move-In checklist items have been completed, Kairos Living will send you instructions on how to download your SmartHome Mobile App, take control of the system and move into your new home. You will be able to lock and unlock your home directly from your smartphone or other mobile device, as well as program in both permanent and temporary access codes.
- **Renter's Insurance** - It is the policy of Kairos Living that all Tenants must secure renter's insurance with a minimum of \$100,000 in liability coverage. Kairos Living offers renter's insurance to all our Tenants through the Resident Shield Insurance Company. If you would like to purchase insurance through Resident Shield please contact your property manager for additional information. Tenants who do not maintain renter's insurance will be added to Kairos Living's master policy and be billing monthly at a price determined by Kairos Living.
- **Gas and Electric Utilities** – All Tenants are responsible for Gas and Electric. Proof of the transfer for electric and gas bills into your name is a requirement in order for you to take possession of the Premises. Tenants who fail to transfer gas and electric utilities into their name prior to moving in will be billed monthly for the utilities and a \$50 per month per utility administrative fee.
- **Water Furniture** - Any type of water furniture is strictly prohibited in Kairos Living properties.
- **Satellite Dish / Cable Installation** – Before any fixtures can be attached to a building or holes drilled into walls, written authorization must be obtained from Kairos Living.
 - Cable installation – Cable wires must be installed in a clean and professional manner. Tenants are responsible to ensure that the cable technicians perform the installation up to the standards laid out by Kairos Living guidelines.
 - Wires must enter the Premises at a single entry point. No holes are to be drilled through walls without Landlord's written permission.
 - Any exterior wires must be cleanly affixed to the building using wire tacks.
 - Satellite installation - Tenants are responsible for ensuring that satellite dishes and antennas are installed in a proper and professional manner.
 - The dish must be a receive-only device and not exceed one meter in diameter.
 - The dish or antenna may only be placed on a balcony, railing or patio totally within the Premises being leased (not in any public area). No antenna or dish may be installed on any outside wall, outside windowsill, roof, railing or glass.
 - Prior to installation of the dish, Tenant agrees to obtain liability insurance to fully cover any claims which may be made as a result of damage or injury caused by the antenna or dish.
- **Tenant Rules and Regulations** – At Kairos Living, we strive to provide the best Tenant experience possible. It is important that our Tenants also understand what part they play in this formula. Please be sure to review the full list of our Tenant Rules and Regulations found in your Lease Agreement, as well as on the Kairos Living website.

Unit Condition Survey Checklist

Area	Item	Description	YES (X) NO("NO")
KIT	Countertop	Clean, absent of major damage?	X
KIT	Kitchen faucet	Turns on? Hot and cold water? Pressure okay?	X
KIT	Strainer or Disposal?	Strainer in place? Garbage disposal working (if applicable)?	X
KIT	P-trap	No leaks when water is running? Draining properly?	X
KIT	Range hood	Light works? Fan works?	X
KIT	Cabinets	Absent of major damage? Open and Close properly? Clean? Shelves present?	X
KIT	Refrigerator	Inside clean, Handles present? Cooling properly? Water dispenser work?	X
KIT	Dishwasher	Works, No leaks, Drain properly?	X
KIT	Gas shut off valve	Present and operating?	X
KIT & BATH	Shutoff valve	All operating? No leaks?	X
KIT & BATH	Supply line	No leaks?	X
BATH	P-trap	No leaks when water is running? Draining properly?	X
BATH	Bath sink faucet	Turns on? Hot and cold water? Pressure okay?	X
BATH	Shower control	Absent of leaks? Work properly including hot and cold water? No Rusty?	X
BATH	Shower head only	Water properly flows from shower head? Pressure okay? No leaks? No Rusty?	X
BATH	Toilet	Flush properly? Absent of leaks upon flushing? Water stops running after flush?	X
BATH	Toilet tank	Fill in a timely and reasonable manner?	X
BATH	Tub	Properly drain water and absent of major damage? Glazed? No Hair in drain?	X
BATH	Medicine cabinet	Absent of damage and close properly?	X
BATH	Shower rod	In place?	X
BATH	Bath kit	In place?	X
ELEC	Light fixtures	All lights illuminate upon flipping power switch?	X
ELEC	Circuit breakers	Working?	X
ELEC	Switches/outlets plate	Switches work and outlets in place? Absent of exposed wire? Tester read?	X
ELEC	Smoke alarm/CO combo	Press the "check" button and ensure properly tested? In proper location?	X
DOOR	Interior door-prehung	Open/close properly? Absent of major damage?	X
DOOR	Entrance doors-prehung	Open/close properly? Absent of major damage? Have locks? Peephole present?	X
DOOR	Hinges, door stopper	No peeling paint? Door stoppers installed where applicable?	X
ENTRY	Keys/Mail Key/Fobs	Do we have a copy of all relevant keys? Do we need to request from condo?	X
ENTRY	Garage openers/remote	Do we have enough garage door openers? Does garage door work?	X
DOOR	Hinges	Open & close properly? Lock?	X
DOOR	Blinds	In place and operate properly?	X
WINDOW	Windows	Free of major damage? Lock properly? Operate correctly? Screen present?	X
WINDOW	Window blinds	In place and operate properly?	X
FLOOR	Floor and wall tile	Installed properly? Caulked between tub and trim and Bath wall tile corners?	X
FLOOR	Hardwood floors	Free of major scratches or damage?	X
FLOOR	Carpet	Free of major discoloration or tears along seams? Doesn't need deep clean?	X
FLOOR	Carpet	Clean?	X
PAINT	Patch/Paint	Paint isn't peeling? No holes?	X
CLOSET	Closet shelving	In place and secured? Pole present? Brackets in place to support shelving?	X
HVAC	Radiators	Appear in good condition? Paint and working properly?	X
HVAC	Radiator valve	Working properly? Vents present and working?	X
HVAC	Furnace/AC	Serviced? Clean filter? Heats and cools? Thermostat operating?	X

Tenant acknowledges that Tenant has inspected the Premises and that the Premises are in good repair and that no representations as to the condition or repair thereof have been made by the Landlord, or any Landlord's agent, prior to or at the execution of this Lease, that are not herein expressed.

Tenant Initial *RS mc*

Tenant Initial *JH* RRRF

Landlord Initial RRRRRRRRRRF

Address 5325 Medena Way, Lithonia, GA 30038

How to Pay Rent

At Kairos Living, we utilize the ease and convenience of electronic payments for all of our Tenants. You will need to register for the online portal by following the instructions below:

1. Visit www.kairosliving.com.
2. Click on “Resident Portal” in the upper right hand corner.
3. Log in to the portal using the same email address and password you used for your application.
4. Once you have successfully logged in to your account you are ready to make a payment! Just click on the “Make Payments” tab where it will allow you to pay by either credit or debit card, or using your bank account. The “Setup Auto-Pay” convenience feature allows you to set your rent payment to be automatically deducted every month, whereas the “Make One-Time Payment” feature allows you to set up a single payment for a specific date.
5. Kairos Living accepts payments via debit card, credit card and/or ACH payments made directly from a bank account. Please note that fees may apply for debit and credit card payments. **To avoid any unnecessary fees, Kairos Living encourages all Tenants to pay using ACH.**
6. **AUTO-PAY IS A REQUIREMENT OF KAIROS LIVING. ANY PAYMENTS PROCESSED OUTSIDE OF THE AUTO-PAY SYSTEM MAY RESULT IN A PROCESSING FEE OF UP**

Easily pay your bill online with a one-time payment or set up automatic recurring payments. Select your payment method from the options below to get started.



Pay by Debit Card

Pay your bill using a debit card. A service fee of \$3.95 will be charged at the time of payment. The property management company does not receive any portion of this fee.

⚙️ Setup Auto-Pay

\$ Make One-Time Payment

» Learn More



Pay by Bank Account

Pay your bill using a bank account.

⚙️ Setup Auto-Pay

\$ Make One-Time Payment

» Learn More



Pay by Credit Card

Use your credit card to pay your bill. A service fee will be included with your payment. The fee will be displayed for your review before submitting the payment. The property management company does not receive any portion of this fee. Click Learn More for service fee details.

⚙️ Setup Auto-Pay

\$ Make One-Time Payment

» Learn More

TO \$250 PER OCCURENCE.

Home Care and Maintenance

As a Tenant, you share in the responsibility in the upkeep of your home. We take care of the heavy lifting, i.e. the structural elements and the utility systems serving your home. This includes the roof structure, foundation, water and sewer lines, heating and ventilation systems, electrical systems, water heaters and kitchen appliances, and other major repairs. You are responsible for other repairs and general tasks in accordance with your Lease.

When maintenance issues arise it's important to know whether the issue is one handled by Kairos Living, or an issue that falls on the Tenant to resolve it themselves. Below is a helpful reference table for identifying where the responsibility falls when a particular type of issue arises. All repairs of Tenant Responsibility items performed at Tenant's request must be performed by licensed, bonded and insured contractors. Tenant shall hold Landlord harmless for any damages caused by Tenant or Tenant's contractors.

For issues that fall under the responsibility of Kairos Living, all service requests, except for emergency repairs, must be submitted online.

Description of Maintenance Issue	Tenant Responsibility?	Landlord Responsibility?
Repair of major plumbing, sewer and/or septic issues		✓
Repair of inoperable front and back doors		✓
Major repair of heating and cooling systems – both mechanical systems and ductwork		✓
Major repair or replacement of hot water tanks		✓
Major repair of appliances provided to the Tenant by Landlord		✓
Repairs to any electrical systems, light switches or sockets		✓
Repair and maintenance of roofs, ceilings, foundations and exterior siding		✓
Other repairs for which law dictates Landlord is responsible		✓
Repair of all clogged drains and toilets, except when caused by roots or breakdowns of fixtures not caused by Tenants	✓	
Repair and maintenance of window screens (where provided)	✓	
Repairing and/or replacing toilet flappers where necessary	✓	
Repair of any broken glass, window/door screens or door frames	✓	
Timely reporting of all maintenance issues, even those that are Landlord's Responsibility	✓	
Repair of all internal and external ice makers and water dispensers	✓	
Repair of any appliances not provided to the Tenant by Landlord	✓	
Repair and maintenance of all storm and screen door(s)	✓	
Prevention of mildew and discoloration in wet areas (kitchen, bathrooms, laundry areas)	✓	
Installation and maintenance of winterization items, including protecting exposed pipes against freezing and/or installation of hurricane shutters in the event of a hurricane warning issuance	✓	
Replacement of lost keys, or changing of locks if needed	✓	

Description of Maintenance Issue	Tenant Responsibility?	Landlord Responsibility?
Repair and replacement of all shower rods	✓	
Taking action to promptly eliminate any dangerous condition on the Premises	✓	
Removal of any standing water	✓	
Repair of any damage caused by pets	✓	
Realignment of garage door sensors	✓	
Know the locations and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage	✓	
Repair of any damage caused by the Tenant, Occupants, Tenant's guests or invitees, break-ins, and/or vandalism*	✓	
Landscaping and lawn maintenance including minor sprinkler and irrigation system repairs**	✓	
Pest control issues**	✓	
Regular preventative maintenance tasks**	✓	
In general, all nominal and/or incidental repairs to the Premises – <i>i.e.</i> repairs that cost \$100 or less	✓	
Any and all repairs caused by an act of omission of Tenant, even when such repairs would normally fall under the responsibility of Landlord.	✓	

* Damage repairs that cannot be completed by the Tenant may be completed by Landlord and charged back to the Tenant as determined by Landlord

** See table on next page for more detailed delegation of responsibilities

Tenant Initial *RS mc*

Tenant Initial *JH* RRRF

Landlord Initial RRRRRRRRRRF

Address 5325 Medena Way, Lithonia, GA 30038

Description of Pest Control Issue	Tenant Responsibility?	Landlord Responsibility?
Wasps and bees – identifiable hives existing within the Premises *	✓	
Birds, bats, raccoons or squirrels found in or on the Premises causing potential health issues *	✓	
Treatment for termites, carpenter ants, and/or other infestations that compromise the structural integrity of the Premises *	✓	
Removal of snakes, lizards and other pests	✓	
Ants, spiders, roaches and other pests	✓	
Periodic, preventative and additional extermination services required or desired by Tenant, including, but not limited to, bed bugs, fleas, ticks, etc.	✓	
Small rodents including mice, rats and gophers in the lawn or other landscape beds	✓	

* Tenant will report the Pest Control issue to Landlord immediately upon discovery. Remediation of this Pest Control issue must be completed by a licensed, bonded and insured contractor. If discovered and reported by Tenant within 30 days of move-in, Landlord will be responsible for the costs. In all other cases, Tenant will be responsible for all costs associated with resolving the issue.

Landscaping Description	Tenant Responsibility?	Landlord Responsibility?
Removal or trimming of trees that pose imminent threat to Premises or Occupants of Premises		✓
Major irrigation repairs, such as broken supply lines or non-functional valves		✓
Regular mowing, trimming, edging, weeding and fertilization of lawn, along with proper disposal of clippings and debris	✓	
Regular trimming of trees, bushes and shrubs, including keeping them clear from the Premises and impeding walkways	✓	
Removal and disposal of fallen tree limbs	✓	
Minor irrigation repairs such as broken sprinkler heads or damaged irrigation emitters	✓	
Replacement of batteries in irrigation timers	✓	
Regular cleanup of leaves and other debris from the roof and rain gutters	✓	
Regular watering of lawn and plants. Some locations have watering restrictions due to drought, be aware of your local watering rules and water within their restrictions	✓	
Controlling of pests in the lawn	✓	
Removal of snow and ice from driveways and sidewalks	✓	
Regular removal and proper disposal of all trash and pet waste	✓	

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Regular Preventative Maintenance Description	Tenant Responsibility?	Landlord Responsibility?
Regular replacement of air filters	✓	
Supplying and replacing batteries for keyless locks, smoke and carbon monoxide detectors, garage-door openers, remote controls and other devices	✓	
Install and maintain any items required to protect Premises against extreme weather conditions, including protecting exposed pipes against freezing or installation of hurricane shutters when a hurricane "warning" is issued	✓	
Regular cleaning and maintenance of major structural systems including but not limited to air conditioning, heating, hot water, gutters and roof	✓	
Checking for water leaks under sinks, near toilets and water valves. Reporting leaks or water stains that appear on ceilings or walls immediately	✓	
Supplying and replacing all light bulbs and florescent tubes	✓	
Performing monthly pest control remediation	✓	
Securing the Premises from any inclement weather	✓	
Maintaining and replacing sprinkler heads (if applicable)	✓	
Regular cleaning of all appliances, carpets, floors, blinds and regular removal of all trash	✓	
Cleaning up after pets	✓	
Keeping exterior areas swept and clean of all debris	✓	
Keeping the Premises clean and neat inside and out	✓	
Checking for and reporting any loose roofing or siding	✓	

ANY REPAIR OR MAINTENANCE NOT SPECIFICALLY PROVIDED FOR AS LANDLORD RESPONSIBILITY SHALL BE TENANT RESPONSIBILITY

Tenant Initial *RS mc*

Tenant Initial *JH* RRRF

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Address 5325 Medena Way, Lithonia, GA 30038

Move-Out Instructions

Kairos Living wants all of our Tenants to experience a smooth and easy move-out. We understand moving can be difficult, and therefore are providing clear instructions to prepare for your move, minimize confusion, and minimize any charges and/or fees. Please read through the instructions carefully.

Step 1: Give Timely Notice of Your Intent to Vacate the Premises

All Tenants must complete the Kairos Living Tenant's Notice to Vacate Form (found later in this Welcome Packet) by e-signing the online document in the Tenant portal as soon as you have decided to move, and no less than 60 days prior to the expiration of a lease term. Please be sure to give us your forwarding address with the notice.

Step 2: Schedule and Complete Your Pre Move-Out Inspection

The Kairos Living Property Management team will reach out to coordinate a Pre Move-Out Inspection of the Home to be done either in person by a technician or contractor representing Kairos Living, or virtually over a live video call. You will need to work with the Property Management team to get this inspection completed no later than 30 days before your scheduled move-out date. During this inspection, you will have the chance to go over any repairs, cleaning specifications, etc. that will need to be taken care of prior to your actual move-out. Landlord may conduct said repairs during the remaining term of your tenancy.

Step 3: Make Sure You Have a \$0 Balance

Contact your Property Manager to confirm that you have fully paid off any remaining balance on your account, including any actual or estimated utility charges for the last month of your Lease that may not have been applied yet to your ledger. Please note that any unpaid rent and/or other charges on your ledger after your move-out may be withheld from your security deposit refund (if applicable).

Step 4: Make Sure Your Home is Move-Out Ready

To maximize your security deposit refund (if applicable) as much as possible and prevent any further charges, please follow the below cleaning and damage remediation specifications to return the Premises to move-in condition before you complete your move-out.

- Remove any and all trash, debris and personal items from inside and outside of the Premises.
- Make sure that the refrigerator is left "On" and running.
- Clean out the fireplace (if provided) and sweep the chimney.
- Clean sinks and wipe out cabinets and drawers throughout the Premises.
- Complete a professional cleaning of the Premises, including all appliances and carpets in the Premises, through a vendor previously approved by the Kairos Living Maintenance Team, and provide a receipt to Kairos Living. Failure to provide a receipt for professional cleaning may result in a bill-back of up to \$500 for services.
- Clean all non-carpeted flooring and remove any stains and/or marks.
- Wash walls carefully, especially around light switches, hallway doors and baseboards.
- Clean all windows and ensure that window or door screens are fully repaired.
- Secure all windows and doors to ensure they lock properly.

- Repair any damages caused by you, your visitors and/or your pet(s).
- Clean and disinfect all bathrooms.
- Mow, trim and remove debris from all yard areas.
- Sweep driveways and sidewalks.
- Remove snow and ice from driveways and sidewalks.
- Patch and paint any holes or chips in the walls.
- Sweep any garages and storage areas.
- Replace any damaged window fixtures, such as blinds, if provided.
- Complete any outstanding and otherwise incomplete trimming of trees and shrubs.
- Replace any missing or burned out lightbulbs and/or batteries for any Landlord provided fixtures, detectors and SmartHome devices.
- Replace all filters in the Premises.

Note that if the Premises is not returned to Landlord in move-in condition, you will be responsible for the full cost of returning the Premises to move-in condition, as well as an administrative fee of up to 25% of the cost.

Step 5: Complete Your Physical Move-Out

On or before 12:00 PM (noon) on the final day of your Lease, you will need to complete the process of fully vacating the Premises and leaving it in move-in condition. At this time, your keys will also need to be left in the Premises according to Kairos Living instructions along with any additional property access items (garage door remotes, mail keys, pool keys or passes, amenity keys or passes, parking permits, etc.). A fee may apply for any unreturned items and/or incomplete damage or cleaning in the Premises. Please note that you will not be able to re-enter the Premises after you have turned over possession of your access items and completed vacating the Premises!

Tenant Initial *RS mc*

Tenant Initial *JH* RRRF

Landlord Initial RRRRRRRRRRF

Address 5325 Medena Way, Lithonia, GA 30038





Kairos Living – Tenant’s Notice to Vacate Form

Dear Kairos Living Property Management Team,

In accordance with the Lease Agreement, I am hereby giving my official written notice to vacate the Premises located at 5325 Medena Way Lithonia, GA 30038. I will be vacating the Premises, and returning it fully cleaned and in move-in condition no later than 12:00 PM (noon) on 02/29/2024 in accordance with the Rules and Regulations in my Lease Agreement. Additionally, I will inform Kairos Living immediately when I turn over possession of the Premises.

I will make the Premises available and accessible to Kairos Living or its authorized agents, at reasonable times with reasonable notice, for my Pre Move-Out Inspection at a date and time chosen by Kairos Living.

I will make the Premises available and accessible to Kairos Living or its authorized agents, at reasonable times with reasonable notice, for marketing photos and/or showings for prospective future tenants.

, Jeff Hinton, Marilyn CLARK,

Tenant Name(s)

Tenant Signature(s)

Date

Per Section 26 of your Lease Agreement, you will deliver possession of the Premises to Kairos Living no later than 12:00 Noon local time on the last date of this Lease. If you fail to do so, you will pay an amount equal to three (3) times the monthly rent specified in this Lease for each month or portion there-of that you remain in possession of the Premises, or the highest amount allowed by applicable law. You will have no rights to the premises and will be a tenant in sufferance.

Per Section 27 of your Lease Agreement, if the required notice is not given 60 days in advance of the Lease expiration date, and you vacate as of the Lease ending date, Tenant shall owe an additional two months of rent.

This notice can be signed online in the Resident Portal



Acknowledgement of Welcome Packet

I acknowledge that I have received a copy of the Kairos Living Welcome Packet. I have read and understand the contents of this packet and agree to any and all items described in the guide. If I had any questions or concerns about the contents of this packet and how to comply with the suggestions and/or stated rules in the Welcome Packet, I have already contacted Kairos Living and addressed said questions or concerns to my satisfaction.

Property Address: 5325 Medena Way Lithonia, GA 30038

1/28/2022

DATE



TENANT SIGNATURE



TENANT SIGNATURE



TENANT SIGNATURE

RRRRRRRRRRF

TENANT SIGNATURE

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GUARANTOR SIGNATURE

